

STAFF ACTION NO: _____

COOPERATIVE AGREEMENT

County	<u>Polk</u>
City	<u>Ankeny</u>
Project No.	<u>STPN-69-4(98)--2J-77</u>
Iowa DOT	
Agreement No.	<u>2010-16-187</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Ankeny, Iowa, hereafter designated the "CITY" in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A;

WITNESSETH; that

WHEREAS, the CITY in joint cooperation with the DOT proposes to establish or improve an extension of Primary Road No. U.S. 69 as a controlled access facility within Polk County, Iowa; and

WHEREAS, the CITY and DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

WHEREAS, this Agreement reflects the current concept of this project which is subject to modification by the DOT; and

NOW, THEREFORE, IT IS AGREED as follows:

1. The CITY will design, let, inspect and administer construction of the following described primary highway project in accordance with the project plans and DOT standard specifications:

U.S. 69 (S. Ankeny Blvd.) will be improved from 1200 feet south of Magazine Road to 700 feet north of Magazine Road.

2. The estimated cost to construct the project is \$1,500,000. The CITY will be responsible for 100% of the project costs.
3. The CITY shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the project funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.

4. If right-of-way is required for the project, the CITY shall acquire the necessary right-of-way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. The CITY shall submit preliminary right-of-way plans to the DOT's Office of Right-of-way for review and approval prior to the commencement of any acquisition.
5. Additionally, the portions right-of-way acquired for improvements to the Primary Road System shall be acquired in the name of the State of Iowa. The CITY will properly close the sale of each parcel and shall furnish the DOT copies of all completed contracts, deeds, conveyances and condemnation documents (for state right of way).
6. U.S. 69 through-traffic will be maintained during the construction period.
7. If the CITY has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the CITY shall promptly provide notice of the modification, amendment or revision to the DOT. If the CITY does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the CITY does adopt an FIS in an area affected by the project after the date of this Agreement, the CITY shall promptly provide notice of the FIS to the DOT.
8. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. A signed DOT Form 640003, Certificate of Completion, shall be submitted to the District 1 Office.

General Provisions

9. The CITY will bear all costs except those allocated to the DOT under other terms of this Agreement.
10. The CITY, in cooperation with the DOT, will take whatever steps may be required to legally establish the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code sections 313.21 and 364.15.
11. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
12. Also as part of the project, it may be necessary to temporarily close various local CITY streets and/or alleys during portions of said project. If temporary closures are necessary, the CITY will furnish and install the required road closure barricades and signing at project cost and shall remove same upon completion of the project. The DOT will work in close

cooperation with the CITY and the contractor to accommodate fire protection and local access across the project during construction.

13. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
14. New lighting and/or traffic signal construction which may be accomplished (within this project area) as part of or incident to this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. Lighting which is requested by the CITY will be paid for entirely by the CITY at no cost to the DOT or project. If constructed, the CITY shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the CITY'S corporate boundaries.

Those lighting units located outside of the CITY at corporation line primary highway junctions shall be owned and operated by the DOT. Those traffic signal units which lie outside of the CITY shall be owned and operated by either the DOT or the County depending on their location.

15. Any costs incurred by the CITY in performing its obligations hereunder will be borne exclusively by the CITY without reimbursement by the DOT.
16. Subject to the provisions hereof, the CITY in accordance with 761 Iowa Administrative Code sections 150.3(1)c and 150.4(2) will remove or cause to be removed (within the CITY project limits) all encroachments or obstructions in the existing primary highway right of way. The CITY will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
17. All relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone are subject to the approval of the DOT. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115. The relocation or alteration of utilities owned or maintained by the CITY will be regarded as a project cost. The costs of relocations or alterations to all other utilities located within the street rights-of-way within the project limits will be the responsibility of the utility owner according to Iowa Code and/or the utility franchise agreements as included within the Ankeny Municipal Code.
18. With the exception of service connections no new or future utility occupancy of project right

of way, nor any future relocations of or alterations to existing utilities within said right of way (except service connections), will be permitted or undertaken by the CITY without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

19. All storm sewers constructed as a part of the project will become the property of the CITY, which will be responsible for their maintenance and operations. The CITY will not make any connections to said storm sewers without the prior written approval of the DOT. The CITY will prevent use of such storm sewers as a sanitary sewer.
20. In accordance with Iowa Code Chapter 216, the CITY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

Miscellaneous Provisions

21. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
22. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
23. This Agreement may be executed in two counterparts, each of which so executed will be deemed to be an original.
24. This document; as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITY and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Cooperative Agreement No. 2010-16-187 as of the date shown opposite its signature below.

CITY OF ANKENY:

By: _____ Date _____, 20 ____.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that
_____, who signed said Agreement for and on behalf of the CITY was
duly authorized to execute the same on the ____ day of _____, 20 ____.

Signed _____
City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20 ____.
Scott A. Dockstader
District Engineer
District 1